

Chickasaw Co.

IUOE #234 (Roads)

7/1/2006 6/30/2008

CHICKASAW CO. / IUE #234 (ROADS)

06-08

COLLECTIVE BARGAINING AGREEMENT

between

CHICKASAW COUNTY, IOWA

SECONDARY ROADS DEPARTMENT

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL NO. 234

JULY 1, 2006

through

JUNE 30, 2008

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A G R E E M E N T

This Agreement entered into this _____ day of _____, 2006 by and between CHICKASAW COUNTY ROADS DEPARTMENT, hereinafter referred to as the "Employer", and OPERATING ENGINEERS, LOCAL 234, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

Section 1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all regular, full time employees of the Chickasaw County Roads Department, including all Equipment Operators, Mechanics and Truck Drivers as set forth in the Iowa P.E.R.B. Order of Certification Case No. 6627 dated June 23, 2003, which excludes the County Engineer, two Assistants to County Engineer, Administrative Assistant, Maintenance Superintendent, Bridge Foreman, Shop Foreman, Road Foreman, Drainage Foreman and all others excluded by Iowa Code, Section 20.4.

Section 1.2 The County shall not enter into any agreement with the employees of the Chickasaw County Roads Department individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

ARTICLE 2 EMPLOYER RIGHTS

Except as expressly abridged in this Agreement by a specific provision, the Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Public Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Public Employer by law.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

Section 3.1 The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Section 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.3 The Employer and the Union agree that exceptions to all articles of this agreement may be granted in order for the Union and/or the Employer to comply with provisions of the Americans with Disabilities Act, however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and will be given the opportunity to review and propose alternatives. No exceptions will be made without the other parties consent.

ARTICLE 4 SEPARABILITY AND SAVINGS

Section 4.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provisions of the Agreement voided.

ARTICLE 5 NO STRIKE - NO LOCKOUT

Section 5.1 The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slow-downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 5.2 The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Engineer or his designated representative within the three (3) day working period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Engineer or his designated representative within three (3) working days following the oral discussion. Within ten (10) working days after this Step 1 meeting, the Engineer or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Engineer.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the Engineer's or his designated representative's answer given in Step 1.

Section 6.2 Any aggrieved employee shall have the right to have a Union representative present at the grievance meeting(s), if requested.

Section 6.3 All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence

giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

Section 6.4 After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Federal Mediation and Conciliation Service to furnish a suggested list of names of five (5) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 6.5 After each party has eliminated the names of two (2) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 6.6 The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 6.7 All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 6.8 The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

ARTICLE 7 SENIORITY

Section 7.1 Seniority means an employee's length of full time continuous service in the bargaining unit since their last date of hire. For the purpose of layoffs, seniority shall be administered on a job classification basis. Job classifications in the unit are regular full-time Equipment Operators, Mechanics and Truck Drivers.

Section 7.2 A new employee shall serve a probationary period of a minimum of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.

Section 7.3 The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced,

the Employer will select what job classification is to be reduced. When qualifications, skill and ability are relatively equal, the least senior employee will be removed first. On recall from layoff, employees will be returned to work in reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Section 7.4 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Section 7.5 An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Engaging in other work while on personal leave of absence unless Employer granted permission or giving false reason for obtaining a personal leave of absence. The Employer has the right to determine the length of leave.
- (d) Failure to report for work at the end of absence.
- (e) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (g) Absence due to a work related injury for a period of time of 12 months or a period equal to an employee's seniority, whichever is less.
- (h) Employee retires.

Section 7.6 If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate up to one hundred eighty (180) days.

Section 7.7 After the first consecutive sixty (60) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.1 An employee who has completed his/her initial probationary period may be granted a leave of absence for personal reasons without pay, and without loss of seniority for a period not to exceed sixty (60) days, provided the employee obtains advance written permission from the County/Engineer and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the County/Engineer and when it is deemed to be in the best interest of the employee and the County/Engineer. No fringe benefits will be accrued during the unpaid leave, nor shall longevity for pay purposes accrue. If an employee requests a leave of absence for five (5) days or less and can be spared from work for that purpose, request and permission will be made verbally.

Section 8.2 Except for work related illness or accidents, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed one (1) year without pay and without loss of seniority for the duration of such disability, provided the employee promptly provides the County/Engineer with medical proof of the necessity for such absence when same is requested by County/ Engineer. The County Engineer may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of his/her job or may, at the County Engineer's option and at the County's expense, send the employee to a doctor of the County's choice for such certification prior to allowing the employee to return to work.

Section 8.3 Administrative leave with pay requested by an employee may be authorized so that employees may attend official meetings, conferences, training sessions, and seminars, provided such leaves are approved, in writing, by the Engineer or his authorized representative. Overtime provisions of this Agreement will not apply when an employee is on authorized administrative leave with pay.

Section 8.4 When required by the state and if agreed to by the County, the County shall reimburse according to County policy, any employee for all food, lodging, travel and school expenses incurred for the attendance of in-service training schools. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Any employee required to attend department training or meetings will be allowed to take said time from his/her regular schedule shift or will be paid within the same payroll period, at the discretion of the County Engineer.

ARTICLE 9 JURY DUTY

Section 9.1 If an employee is called for jury duty, the County will pay the difference in jury duty pay and a regular eight (8) hour day earnings. A certificate from the Clerk of Court showing dates of service and earnings while on jury duty must be submitted to the County upon returning to work. If released from jury duty prior to Noon on any workday, the employee must return to work.

Section 9.2 Any employee required by the employer or as a result of performing his/her normal work duties to appear before a court or other public body for any civil or criminal matter in which they are not personally involved (as a plaintiff or defendant) will receive full pay.

ARTICLE 10 MILITARY LEAVE

Section 10.1 A full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa, 1975.

Section 10.2 The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 11 SICK LEAVE

Section 11.1 Accumulation: Sick leave shall be accrued by a regular full-time employee at the rate of one and one-half (1 1/2) days for each month, to a total of one hundred five (105) days. An employee who has exhausted all their sick leave may be allowed to use accumulated vacation leave with pay.

Section 11.2 Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- (a) Serious or confining illness of the employee.
- (b) Medical or dental appointments of employee which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.
- (c) Up to three (3) days of an employee's sick leave per year may be used for serious illness in the immediate family (spouse, child, parent or any legal dependent living in the household) in which the employee's presence is necessary.

Section 11.3 Notification: When absences due to sickness are necessitated, the employee shall notify the Engineer, or his designated representative, per current practice prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. The Engineer has the right to require a medical certificate from the employee for any sick leave of three (3) or more days.

Section 11.4 Probationary Employees: Probationary employees are not eligible for sick leave benefits. After successful completion of the probationary period, sick leave earned during said time period will be credited to the employee's account as of his/her date of employment.

Section 11.5 Date of Employment: For the purposes of this Article, an employee who begins his/her employment on or before the fifteenth (15th) day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the fifteenth (15th) day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Section 11.6 Emergency Sick Leave Bank: Road employees may contribute to an emergency sick leave holding account up to one (1) day of unused sick day per year. The Emergency Pool can accumulate up to a maximum of sixty (60) days. The pool may be used only by Secondary Roads, after an individual's sick leave has been exhausted.

ARTICLE 12 FUNERAL LEAVE

Section 12.1 All regular full-time employees will be allowed two (2) days paid funeral leave per year for attendance at a funeral of an individual not specified below. This may be taken as four (4) half-day periods. In the case of a death in the immediate family, an employee may be allowed time off with pay not to exceed three (3) days for attendance at the funeral and other necessary related functions. Any additional time shall be deducted from the employee's accumulated sick leave. Immediate family shall be considered employee's spouse, child, stepchild, grandchild or parent. Up to two (2) days with pay may be granted for attendance at the funeral and other necessary related functions in the case of the death of an employee's parent-in-law, brother or sister.

ARTICLE 13 VACATIONS

Section 13.1 All regular full time employees having completed their probationary period shall receive vacation as follows:

After one (1) year continuous service, five (5) days vacation
After two (2) years continuous service, ten (10) days vacation
After eight (8) years continuous service, fifteen (15) days vacation
After fifteen (15) years continuous service, twenty (20) days vacation

Section 13.2 Up to five (5) days vacation may be carried over from calendar year to calendar year.

Section 13.3 Vacations shall be granted on a "first come, first served" basis. If more than one request is received at the same time, seniority shall govern. The employee shall submit a written request for vacation prior to the requested time off. The request shall be presented to the Engineer. The Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments and in no case less than one (1) hour.

Section 13.4 Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Section 13.5 Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

Section 13.6 In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee any earned but unused vacation pay.

ARTICLE 14 HOLIDAYS

Section 14.1 All regular full time employees having completed their probationary period shall receive the following paid holidays:

New Year's Eve Day ½ Day	Veteran's Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day ½ Day
Labor Day	Christmas Day
Good Friday ½ Day	Presidents Day

Section 14.2 Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. Upon request, and by mutual agreement, an employee may be allowed to take compensatory time in lieu of his/her holiday pay. This day must be taken within ninety (90) days of the holiday.

Section 14.3 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive holiday pay after the first thirty-(30) days of absence.

Section 14.4 If a recognized paid holiday falls within an employee's vacation period, an additional day with pay can be taken off work in conjunction with the vacation period.

Section 14.5 In addition to the above holidays, each full-time employee will be allowed one (1) casual day per calendar year to be taken at the employee's option, with prior approval of the Engineer.

Section 14.6 If a holiday falls on the weekend, the preceding day or days shall be the recognized holiday.

Examples

Holiday falls on Saturday, observed on Friday before.

Holiday falls on Sunday, observed on Monday after.

Holidays fall on Saturday and Sunday, observed on Friday before and Monday after.

Holidays fall on Friday and Saturday, observed on Thursday before and Friday of.

Holidays fall on Sunday and Monday, observed on Monday of and Tuesday after.

ARTICLE 15

HOURS OF WORK AND OVERTIME

Section 15.1 The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Section 15.2 Workweek The normal workweek for regular full-time engineering, field and shop personnel employees shall consist of five (5) eight (8) hour days. The normal workday during this time will be from 7:00 AM to 3:30 PM, Monday through Friday, with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the eight (8) hour shift. All employees shall normally have a fifteen (15) minute paid rest period during each one-half (1/2) shift, normally scheduled at approximately 9:00 AM and approximately 2:00 PM. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed and will be granted at the discretion of the immediate supervisor.

Section 15.3 Overtime All non-exempt employees shall be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in a workday. The choice between cash or compensatory time will be at the sole and exclusive discretion of the employee. Paid leaves, vacation time, and holidays shall **not** be counted as working time for the purpose of determining overtime. Except for emergencies, any work in excess of the normal work period must be approved in advance by the employee's immediate supervisor. Compensatory time may be accumulated to a maximum of twenty-four (24) hours in a fiscal year (July 1 – June 30th). Compensatory time not taken off during the fiscal year shall be paid out to the employee in cash the last pay period in June.

All work performed on Saturday and Sundays will be paid at 1½ times the employees' straight time hourly rate.

Section 15.4 Except in emergencies, the Employer shall give the employee at least two (2) workdays notice of any changes in the work schedule.

Section 15.5 Call Back. An employee called back after his/her regular shift or before his/her regular shift, for reasons beyond his/her control, shall be paid a minimum of two (2) hours pay at his/her one and one-half (1½) times their hourly rate of pay.

Section 15.6 Out of Classification Temporary Transfer. When there is the need to transfer an employee out of his/her job class, the most senior and qualified employee shall be asked to volunteer. Then descending down the seniority list, all employees who are qualified shall be asked, if there are no volunteers found, then the lowest senior employee who is qualified shall be transferred. The transferred employee shall be required to work the hours for the job class they are transferred into. A temporary transfer shall not last more than sixty (60) days. After that time the employee may voluntarily stay at the position or return to his normal job.

ARTICLE 16 PAY PERIOD

Section 16.1 Pay period shall be fourteen (14) days every other Friday. If Friday is a holiday, the employees shall be paid on Thursday.

ARTICLE 17 STEWARDS

Section 17.1 The Employer recognizes the Union's right to have a Steward. Said Steward to be appointed by the Union from among the employees in the unit.

Section 17.2 The authority of the Steward or alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The review and presentation of grievances with the Engineer or his designated representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by law, the Local Union or its officers, provided such message and information
 - 1. have been reduced to writing; and
 - 2. if not reduced to writing, are of a routine nature and do not involve any violation of the no strike, no lockout Article.

ARTICLE 18 BULLETIN BOARDS

Section 18.1 The County will provide one (1) bulletin board which will be for the use of the Union. Posted information will be limited to:

- a. notices of Union meetings
- b. notices of Union elections
- c. results of Union elections
- d. notices of Union recreational, educational or social events
- e. other official notices of the Union

ARTICLE 19 VISITATION

Section 19.1 An authorized representative of the Union who has been previously identified by the Union to the Engineer for each visit will be permitted to visit the Engineer's office and work areas to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 20 DUES CHECKOFF

Section 20.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

Section 20.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 21 INSURANCE

Section 21.1 The Employer agrees to pay the entire single premium for the employee towards a Health and Major Medical group insurance program. The parties agree that the employer shall be responsible for 75% of the family plan and the employee shall be responsible for 25%.

ARTICLE 22 SAFETY

Section 22.1 The parties will set up a Safety Committee consisting of three (3) people, two (2) persons selected by the Employer, one (1) person selected by the Union. The Committee will determine if unsafe conditions exist. If the Committee determines an unsafe condition exists and it is not corrected within thirty (30) days, then the Union will have a right to proceed through the grievance procedure. The Committee will be under the direction and supervision of the Engineer.

**ARTICLE 23
MEAL ALLOWANCE**

Section 23.1 When employees are required by the Employer to travel out of the County performing necessary work duties or training, they shall be allowed a reasonable amount per day to cover necessary expenses. The determination of the amount will be made by the County. The employee shall provide copies of meal expenses.

**ARTICLE 24
MILEAGE ALLOWANCE**

Section 24.1 The Employer will compensate an employee at the rate per mile set by the Board of Supervisors when the employee is required to provide their own transportation in order to perform their job function or to attend schools that are Employer approved. An employee must prove he/she is covered by insurance when using their vehicles.

**ARTICLE 25
FAMILY & MEDICAL LEAVE ACT**

The parties agree to follow the Family and Medical Leave Act of 1992.

**ARTICLE 26
LONGEVITY**

Section 26.1 Longevity pay is a benefit granted to all full-time employees. It will be added to the base rate of an employee and be used to compute all hourly compensation for the employee. Longevity pay is granted in accordance with the following schedule:

<u>After Completion of:</u>	<u>Per Hour Pay</u>
5 years of service	\$.10
10 years of service	\$.15
15 years of service	\$.20
20 years of service	\$.25
25 years of service	\$.30
30 years of service	\$.35
35 years of service	\$.40
40 years of service	\$.45

**ARTICLE 27
WAGES**

Base Wage Rate		
Classification	As of July 1	
	2006	2007
Equipment Operator	\$15.91	\$16.46
Mechanic	\$15.91	\$16.46

**ARTICLE 28
TRAINING**

Section 28.1 The Engineer will grant a leave of absence with pay for Employer approved training that is related to job performance. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule for attendance at said training. Expenses, per current policy, will be paid for by the Employer. The Employer shall pay the full amount of the school.

**ARTICLE 29
UNIFORM, BOOT, SAFETY EQUIPMENT ALLOWANCE**

Section 29.1 The County will provide each employee with uniforms, including cleaning and maintenance of uniforms, gloves and rubber boots as provided by the County on July 1, 2003. Employees will be provided replacements as needed.

Section 29.2 The County shall continue to follow the current Eye Protection Policy for the duration of this Agreement.

**ARTICLE 30
DURATION OF AGREEMENT**

Section 29.1 This Agreement, shall be effective beginning July 1, 2006, and shall continue in full force and effect until its expiration on June 30, 2008.

Signed this 16th day of January, 2006

CHICKASAW COUNTY, IOWA
ENGINEER'S DEPARTMENT

INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL NO. 238, AFL-CIO

By: James J. Schmitt
Board of Supervisors, Chair

By: [Signature]
County Engineer

By: Rick Lane
Rick Lane
Business Manager/Financial Secretary

Acknowledged by:
Jack Lipovac
Jack Lipovac, SPHR
HR OneSource (Employer Representative)

Kevin Holzhauser
Kevin Holzhauser
Business Representative

APPENDIX A
INSURANCE COMMITTEE

The parties to this agreement have agreed to the following actions for the 2006 - 2008 agreement:

1. Each bargaining unit will be allowed one employee to participate during the month of June, July or August. The purpose of the meetings is to keep the union and employees informed regarding premium increases and possible ways to amend the insurance plan for the benefit of the employees and the County.